

REMARKS

Applicant respectfully requests further examination and reconsideration in view of the instant response. Claims 1-30 are pending in the application.

CLAIM REJECTIONS
35 U.S.C. §103

Claims 1-30 stand rejected under 35 USC 103(a) as being unpatentable over Herman et al., (US Patent No. 6,341,353) in view of Philyaw et al., (U.S. Patent No. 6,836,799), hereafter referred to as Philyaw. The rejection is respectfully traversed for the following rational.

With regard to Claim 1, the rejection alleges that Herman discloses:

responsive to successful verification of said subscriber's identity (determining if the transaction of user is valid), said intermediary entering into a transaction with said vendor on behalf of said subscriber pursuant to said subscriber's instructions and notifying said subscriber upon completion of said transaction (issuing an OK or a rejection), wherein said transaction is completed without disclosing said personal information about said subscriber to said vendor (see col. 6, line 64 to col. 7, line 67).

Applicant respectfully asserts that Herman does not teach or suggest that the intermediary conducts a transaction with the vendor on behalf of the subscriber

SONY-50P3806
Examiner: Dinh, Khanh Q

Serial No: 09/661,578
Art Unit:2151

pursuant to the subscriber instruction utilizing information about the intermediary such that the transaction is completed without disclosing the personal information about the subscriber to the vendor, as claimed.

Hermann teaches that the consumer (e.g., subscriber) and the vendor interact directly and that the vendor receives information about the consumer as a necessary step of completing the transaction (Col. 6 lines 47-54). Additionally, Hermann describes that the transaction between the consumer and the merchant (e.g., vendor) is completed without the vendor being aware of the assistance provided to the consumer by the trusted agent (e.g., intermediary) (Col. 40, lines 46-49). Herman teaches that the merchant's order form is filled in with information containing the shipping address and billing address, purchasing instrument – credit card number, type, and expiration date, of the user (Col. 43, lines 38-39, lines 45-46). Herman further teaches that the merchant receives user preferences including information directly obtained from the user and may also include information gathered from observing the user's purchasing habits and preferences (Col. 44, lines 41-44). See also: Col. 22, lines 7-65; Col. 25, lines 17-31; Col. 26, line 57 to Col. 27, line 13; Col. 37 lines 32-35; Col. 38, lines 43-54; Col. 1, line 63 to Col. 2, line 1; Col. 2, lines 7-8; Col. 2, lines 14-16; Col. 2, lines 23-25; and Col. 2, lines 36-37.

Accordingly, Herman does not teach or suggest that the intermediary and the vendor conduct the transaction directly with each other, utilizing information about the intermediary without disclosing the personal information about the subscriber, as claimed. Instead, Herman discloses that subscriber and the vendor conduct the transaction directly with each other. Furthermore, Herman discloses that the vendor receives personal information directly from the subscriber.

The rejection states that Herman does not specifically disclose that a transaction is completed without disclosing personal information about a subscriber to a vendor. Applicant respectfully disagrees that Philyaw teaches or suggests this limitation.

In fact, the invention of Philyaw teaches away from the claimed embodiment by teaching in column 13, lines 12-21:

the ARS 308 has the ability to inform the subscriber 1312 of each transaction, bill for those transactions, and also provide to the subscriber 1312 profile information regarding who is accessing the particular product advertisement having associated therewith the routing information field 904 for a particular routing code as described hereinabove. This information, once assembled, can be then transmitted to the subscriber 1312 and also be reflected in billing information and stored in the billing information database 1316.

Applicant would like to point out that the "subscriber" of the claimed embodiment is clearly different from the "subscriber" of Philyaw. The claimed "subscriber" is a user of the service and the "subscriber" of Philyaw is a company selling a product such as an e-commerce site. Clearly, when completing a transaction with Philyaw, personal information (e.g., profile information) about a subscriber is provided to a vendor. For this rational, Philyaw fails to remedy the deficiencies of Herman and in fact, teaches away from the present invention as claimed.

For this rational, independent Claim 1 is patentable over the combination of Herman and Philyaw. Claims 2-10, 29 and 30 are dependent upon Claim 1 and incorporate all the limitations therein. Therefore, Claims 2-10, 29 and 30 are also patentable over the combination of Herman and Philyaw.

Claim 11 stands rejected for the same reasons set forth for Claim 1. Applicant respectfully asserts that neither Philyaw or Herman teach or suggest that the intermediary conducts a transaction with the vendor on behalf of the subscriber pursuant to the subscriber instruction utilizing an account of the intermediary such that the transaction is completed without disclosing the personal information about the subscriber to the vendor, as claimed. Hermann teaches that the consumer (e.g., subscriber) and the vendor interact directly and that the vendor receives information SONY-50P3806
Examiner: Dinh, Khanh Q

Serial No: 09/661,578
Art Unit:2151

about the consumer as a necessary step of completing the transaction (Col. 6 lines 47-54). Hermann teaches that the transaction between the consumer and the merchant (e.g., vendor) is completed without the vendor being aware of the assistance provided to the consumer by the trusted agent (e.g., intermediary) (Col. 40, lines 46-49). In addition, Herman describes that the merchant's order form is filled in with information containing the shipping address and billing address, purchasing instrument – credit card number, type, and expiration date, of the user (Col. 43, lines 38-39, lines 45-46). Herman further teaches that the merchant receives user preferences including information directly obtained from the user and may also include information gathered from observing the user's purchasing habits and preferences (Col. 44, lines 41-44). See also: Col. 22, lines 7-65; Col. 25, lines 17-31; Col. 26, line 57 to Col. 27, line 13; Col. 37 lines 32-35; Col. 38, lines 43-54; Col. 1, line 63 to Col. 2, line 1; Col. 2, lines 7-8; Col. 2, lines 14-16; Col. 2, lines 23-25; and Col. 2, lines 36-37.

As stated above, Philyaw fails to remedy the deficiencies of Herman. As stated, Philyaw teaches away from the claimed embodiment by teaching in column 13 lines 12-21:

the ARS 308 has the ability to inform the subscriber 1312 of each transaction, bill for those transactions, and also provide to the subscriber 1312 profile information regarding who is accessing the particular product

SONY-50P3806
Examiner: Dinh, Khanh Q

Serial No: 09/661,578
Art Unit:2151

advertisement having associated therewith the routing information field 904 for a particular routing code as described hereinabove. This information, once assembled, can be then transmitted to the subscriber 1312 and also be reflected in billing information and stored in the billing information database 1316.

For this rational, Philyaw fails to remedy the dificiencies of Herman and in fact, teaches away from the present invention as claimed.

Accordingly, the combination of Herman and Philyaw does not teach or suggest that the intermediary and the vendor conduct the transaction directly with each other, utilizing the intermediary's account without disclosing the personal information about the subscriber, as claimed. Instead, Herman discloses that subscriber and the vendor conduct the transaction directly with each other (e.g., utilizing the subscriber's account). Furthermore, Herman and Philyaw disclose that the vendor receives personal information directly from the subscriber.

Thus, independent Claim 11 is patentable over the combination of Herman and Philyaw. Claims 12-20 are dependent upon Claim 11 and incorporate all the limitations therein. Therefore, Claims 12-20 are also patentable over the combination of Herman and Philyaw.

Claim 21 stands rejected for the same reasons set forth for Claim 1. Applicant respectfully asserts that neither Herman or Philyaw teach or suggest that the intermediary conducts a transaction with the vendor on behalf of the subscriber pursuant to the subscriber instruction utilizing an account of the intermediary such that the transaction is completed without disclosing the personal information about the subscriber to the vendor. Hermann teaches that the consumer (e.g., subscriber) and the vendor interact directly and that the vendor receives information about the consumer as a necessary step of completing the transaction (Col. 6 lines 47-54). Hermann also describes that the transaction between the consumer and the merchant (e.g., vendor) is completed without the vendor being aware of the assistance provided to the consumer by the trusted agent (e.g., intermediary) (Col. 40, lines 46-49). Herman teaches that the merchant's order form is filled in with information containing the shipping address and billing address, purchasing instrument – credit card number, type, and expiration date, of the user (Col. 43, lines 38-39, lines 45-46). Herman further teaches that the merchant receives user preferences including information directly obtained from the user and may also include information gathered from observing the user's purchasing habits and preferences (Col. 44, lines 41-44). See also: Col. 22, lines 7-65; Col. 25, lines 17-31; Col. 26, line 57 to Col. 27, line 13; Col. 37 lines 32-35; Col. 38, lines 43-54;

Col. 1, line 63 to Col. 2, line 1; Col. 2, lines 7-8; Col. 2, lines 14-16; Col. 2, lines 23-25; and Col. 2, lines 36-37.

Accordingly, the combination of Herman and Philyaw does not teach or suggest that the intermediary and the vendor conduct the transaction directly with each other, utilizing the intermediary's account without disclosing the personal information about the subscriber, as claimed. Instead, Herman discloses that subscriber and the vendor conduct the transaction directly with each other (e.g., utilizing the subscriber's account). Furthermore, Herman and Philyaw disclose that the vendor receives personal information directly from the subscriber. Thus, independent Claim 21 is patentable over the combination of Herman and Philyaw. Claims 22-28 are dependent upon Claim 21 and incorporate all the limitations therein. Therefore, Claims 22-28 are also patentable over the combination of Herman and Philyaw.

For the above-advanced reasons Applicant asserts that Claims 1-30 are patentable over the cited art. Withdrawal of the rejection of Claims 1-30 is therefore respectfully requested.

Conclusion

In light of the above listed remarks, reconsideration of the rejected Claims is requested. Based on the amendments and arguments presented above, it is respectfully submitted that Claims 1-30 overcome the rejections and objections of record and, therefore, allowance of Claims 1-30 is earnestly solicited.

Should the Examiner have a question regarding the instant response, the Applicants invite the Examiner to contact the Applicants' undersigned representative at the below listed telephone number.

Respectfully submitted,

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SONY-50P3806
Examiner: Dinh, Khanh Q

Serial No: 09/661,578
Art Unit:2151